



## Pre-Purchase Agency Disclosure Form

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**NOTE:** *If you have an impairment, disability, language barrier, or otherwise require an alternative means of completing this form or accessing information about housing counseling/coaching, please talk to your housing counselor about arranging alternative accommodations.*

### **About Us and Program Purpose:**

NeighborWorks® Green Bay is a nonprofit, HUD-approved comprehensive housing counseling agency. We serve all clients regardless of income, race, color, religion/creed, sex, national origin, age, family status, disability, or sexual orientation/gender identity. We administer our programs in conformity with local, state, and federal anti-discrimination laws, including the Federal Fair Housing Act (42 USC 3600, et seq.). As a housing counseling program participant, please affirm your roles and responsibilities along with the following disclosures and initial, sign, and date the form on the following page.

### **Services Offered:**

We provide a full spectrum of housing counseling and group education services:

1. Pre-purchase homebuyer education
2. Pre-purchase counseling
3. Down payment and closing costs loans
4. Foreclosure prevention
5. Reverse mortgage counseling
6. Financial capabilities, and
7. Post-purchase counseling.

### **Counselor's Roles and Responsibilities:**

1. Reviewing your housing goal and finances; which include income, debts, assets, and credit history.
2. Preparing a client Action Plan that lists the steps you and your counselor will take in order to achieve your housing goal.
3. Review a monthly expenses budget that will help you manage your debts, expenses, and savings.
4. Your counselor is not responsible for achieving your housing goals but will provide guidance and education in support of your goal.
5. Neither your counselor nor NeighborWorks® Green Bay employees, agents, or directors may provide legal advice.

### **Client's Roles and Responsibilities:**

1. Completing the steps assigned to you in your client Action Plan.
2. Providing accurate information about your income, debts, expenses, credit, and employment.
3. Attending meetings, returning calls, and providing requested paperwork in a timely manner.
4. Notifying NeighborWorks® Green Bay or your counselor when changing a housing goal.
5. Attending Homebuyer Education OR successfully completing eHome America course online.

6. Retain an attorney if seeking legal advice and/or representation in matters such as foreclosure or bankruptcy protection.
7. I/We, the client (s), understand that failure to work cooperatively with my housing counselor and/or NeighborWorks® Green Bay will result in the discontinuation of counseling services. This includes, but not limited to, missing phone or in person appointments.

**No Client Obligation:**

As a housing counseling program participant, you are not obligated to receive, purchase, or utilize any products and/or service offered by NeighborWorks® Green Bay, including but not limited to renting property or purchasing real estate owned by NeighborWorks® Green Bay, or any services offered by industry partners in order to receive housing counseling services. Completion of housing counseling does not guarantee funding assistance. Completing NeighborWorks® Green Bay pre-purchase homebuyer education and counseling does not guarantee you will be pre-approved for a home mortgage loan. Approval for NeighborWorks® Green Bay down payment assistance does not guarantee approval for a primary home mortgage loan. You should consult with a primary home mortgage lender regarding pre-approval for a primary home mortgage.

**Alternative Services, Programs, and Products & Client Freedom of Choice:**

As a condition of our services, and in alignment with meeting our counseling goals, and in compliance with HUD's Housing Counseling Program requirements, we may provide information on alternative services, programs, and products available to you, if applicable and known by our staff. You are entitled to choose whatever real estate professionals, lenders, and lending products that best meet your needs.

**Referrals and Community Resources:**

A community resource list is available online via the UW Extension – Brown County Community Resource Guide. Additional resources can be found through Brown County United Way 2-1-1 program.

**Organization Relationships:**

NeighborWorks Green Bay has financial affiliation or professional affiliation, or both, with the U.S. Department of Housing and Urban Development (HUD), Associated Bank, Capital Credit Union, Denmark State Bank, Green Leaf Bank, WHEDA, North Shore Bank, Bank First, Johnson Financial Group, Bay Bank, Wisconsin Bank & Trust, Nicolet National Bank, Cornerstone Wealth Consulting, US Bank.

**Privacy Policy:**

NeighborWorks® Green Bay is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring to us are highly personal in nature. We assure you that all information shared both orally and in writing will be managed within legal and ethical considerations are kept confidential.

Your “nonpublic personal information,” such as your total debt information, income, living expenses and personal information concerning your financial circumstances, will be provided to creditors, program monitors, and others only with your authorization and signature on the Client Authorization Form. We may also use anonymous collected case file information for the purpose of evaluating our services, gathering valuable research information and designing future programs.

**Types of information that we gather about you:**

- Information we receive from you orally, on applications, or other forms, such as your name, address, social security number, assets, and income

- Information about your transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions, and credit card usage
- Information we receive from a credit reporting agency, such as your credit history

**Release of your information to third parties:**

- We may also disclose any nonpublic personal information about you or former customers to anyone as permitted by law (e.g., if we are compelled by legal process).
- Within the organization, we restrict access to nonpublic personal information about you only to those employees
- Who need to know that information to provide services to you

**Errors and Omissions and Disclaimer of Liability:**

I/We agree NeighborWorks® Green Bay, its employees, agents, and directors are not liable for any claims and causes of action arising from errors or omissions by such parties or related to my participation in NeighborWorks® Green Bay counseling; and I/we hereby release and waive all claims of action against NeighborWorks® Green Bay. I/We have read this document, understand that I/we have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this document is unenforceable, it shall be modified to the extent necessary to make the provision valid and binding, and the remainder of this document shall remain enforceable to the full extent allowed by law.

**Quality Assurance:**

In order to assess client satisfaction and in compliance with grant funding requirements, NeighborWorks® Green Bay, or one of its partners, may contact you during or after the completion of your housing counseling service. You may be requested to complete a survey asking you to evaluate your client experience. Your survey data may be confidentially shared with NeighborWorks® Green Bay grantors such as HUD or NeighborWorks America.

I/We acknowledge that I/we received, reviewed, and agree to NeighborWorks® Green Bay Pre-Purchase Agency Disclosures.

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**Customer's Name (please print)**

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**Customer's Signature**

\_\_\_\_\_  
**Date**

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**Customer's Name (please print)**

\_\_\_\_\_  
**Customer's Signature**

\_\_\_\_\_  
**Date**